



**ANITA M. BOCK**  
Director

**County of Los Angeles**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place -- Los Angeles, California 90020  
(213) 351-5602

July 30, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENT NUMBER TWO TO AGREEMENT  
NUMBER 72543 FOR CONSENT TO ASSIGNMENT AND ASSUMPTION OF  
CONTRACT FROM WAREFORCE.COM, INC. TO RICHARD FU  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE ( X )    APPROVE WITH MODIFICATION (   )  
DISAPPROVE (   )**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chair to execute Amendment Number Two to Agreement Number 72543, effective July 30, 2002 or upon the date of execution by the Board, whichever is later, acknowledging the Board's written consent to the assignment from Wareforce.com, Inc., a Nevada corporation (Wareforce.com), to Richard Fu (Fu) to provide technical support services to the Department of Children and Family Services (DCFS) in its use of the Child Welfare Services/Case Management System (CWS/CMS) and other computer related operations and tasks. This amendment has no fiscal impact.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to request your Board's written consent to the assignment and assumption of the Agreement with Wareforce.com to Fu (attached to Amendment Two as Exhibit K). The recommended action will ensure that DCFS staff

Board of Supervisors

GLORIA MOLINA

First District

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Second District

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Fifth District

continue to receive uninterrupted computer assistant technician (CAT) services necessary to maintain access to the CWS/CMS system applications and other computer related operations and tasks.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan. The amendment will ensure seamless service delivery consistent with Goal #1-Service Excellence, Strategy #2-Design Seamless ("One County") Service Delivery Systems, and ensure functionality of existing automated systems consistent with Goal #4-Fiscal Responsibility, Strategy #1-Manage Effectively the Resources We Have.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact resulting from this assignment. Funding for the Agreement is included in DCFS' FY 2002-03 Adopted County Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On December 7, 1999, your Board approved Agreement Number 72543 with Wareforce.com, Inc., a Nevada corporation, for provision of computer assistant technician (CAT) services to provide technical support services that facilitate usage of the CWS/CMS and other computer-related operations and tasks on a department-wide level. The Agreement expires on December 31, 2002. Amendment One clarified and exercised the first option renewal period and updated County's Project Director.

On April 9, 2002, Wareforce.com finalized the assignment (attached to Amendment Two as Exhibit K) to Fu of certain contractual rights, including Agreement Number 72543 between the County and Wareforce.com, Inc. Fu is currently working as a subcontractor to Wareforce.com.

Wareforce.com hereby seeks the Board's approval of the assignment of the Agreement and its contractual rights, duties and obligations to Fu pursuant to Section 10.0 of the Agreement. Accordingly, DCFS investigated the prospective assignee, Fu, to determine if the assignment would be in the best interest of the County.

Fu was evaluated by DCFS based upon the criteria set forth in the Invitation for Bids (IFB) for CAT Services released in September 1999. The IFB provided that DCFS may select one or more qualified bidders to fulfill its need for CAT services. Wareforce.com was originally selected as one of four "lowest priced, qualified bidders to provide the required services." Using these same criteria, Fu was found to be a responsible contractor and to have satisfied all of the original requirements of the IFB including experience and financial stability.

Fu has an office in Los Angeles County, and DCFS has determined that Fu has the financial stability to provide the services requested in the IFB for the remaining term of the Agreement. Both the current Contractor, Wareforce.com, and the proposed contractor, Fu, are in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements. Therefore, Fu is acceptable to provide CAT services and other computer-related operations and tasks.

In anticipation of the Board's approval of the assignment and assumption of the Agreement, Fu submitted copies of Certification and Licenses, Proof of Insurability, Certification of "No Conflict of Interest", Certification of Equal Employment Opportunity, Community Business Enterprise Form, Agency Involvement in Litigation or Contract Compliance Form, three years of tax returns and financial statements, and the form for Acceptance of Terms and Conditions of the Agreement.

The CAO, County Counsel and the Chief Information Officer (CIO) have reviewed this Board Letter. The amendment has been approved as to form by the CAO, County Counsel and CIO.

### **CONTRACTING PROCESS**

There was no additional contracting process involved in this assignment and assumption by Fu from Wareforce.com of Agreement Number 72543 between Los Angeles County and Wareforce.com.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this assignment and assumption of the contract by Fu effective the later of July 30, 2002, or the date of Board approval, will allow uninterrupted continuation of CAT services and prevent disruption of DCFS Children's Social Workers' use of CWS/CMS applications and other computer-related operations and tasks for the duration of the term of this Agreement, which expires on December 31, 2002.

## **CONCLUSION**

Upon approval and execution by your Board, it is requested that the Executive Office/Clerk of the Board send one (1) copy of the adopted Board Letter and executed Amendment Two to:

1. Department of Children and Family Services, Contract Management Services, 425 Shatto Place, Room 205, Los Angeles, California 90020.
2. Office of the County Counsel, Children's Services Division, Kathleen D. Felice, Senior Deputy County Counsel, 201 Centre Plaza Drive, Monterey Park, California 91754-2143.
3. Richard Fu, 5601 East Slauson Avenue, Unit 203, Commerce, California 90040.

Respectfully submitted,

Reviewed by:

ANITA M. BOCK  
Director

JON W. FULLINWIDER  
Chief Information Officer

AB:cj

Attachments (1)

c: Chief Administrative Office  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

AMENDMENT NUMBER TWO TO  
AGREEMENT NUMBER 72543  
BETWEEN THE COUNTY OF LOS ANGELES  
AND WAREFORCE.COM, INC.  
ASSIGNING THE AGREEMENT FOR  
COMPUTER ASSISTANT TECHNICIAN (CAT) SERVICES  
TO RICHARD FU

COUNTY OF LOS ANGELES  
Department of Children and Family Services  
425 Shatto Place  
Los Angeles, CA 90020

July 2002

**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 72543  
BETWEEN THE COUNTY OF LOS ANGELES AND WAREFORCE.COM, INC.  
ASSIGNING THE AGREEMENT FOR COMPUTER ASSISTANT  
TECHNICIAN (CAT) SERVICES TO RICHARD FU**

**This Amendment Number Two to Computer Assistant Technician (CAT) Services Agreement Number 72543, adopted by the Board of Supervisors on December 7, 1999, is made and entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Richard Fu this \_\_\_\_\_ day of \_\_\_\_\_ 2002.**

**WHEREAS, in accordance with the terms and conditions of the above referenced Agreement, Wareforce.com, Incorporated, a Nevada corporation, has been providing computer assistant technician services to the COUNTY; and**

**WHEREAS, on or about April 9, 2002 Wareforce.com, Incorporated entered into a bill of sale contract with Richard Fu; and**

**WHEREAS, as part of the bill of sale contract, Wareforce.com, Incorporated requested an assignment of Agreement Number 72543 to Richard Fu and substitution of Richard Fu as CONTRACTOR in place and stead of Wareforce.com, Incorporated in the above referenced Agreement; and**

**WHEREAS, as a subcontractor to Wareforce.com, Incorporated, Richard Fu has been providing computer assistant technician services to the COUNTY since April 9, 2002; and**

**WHEREAS, in accordance with the terms and conditions of the original Invitation for Bids (IFB) for Computer Assistant Technician (CAT) Services, Richard Fu has the requisite experience and financial qualifications to provide services under the above referenced Agreement; and**

**WHEREAS, COUNTY has a continued need for the services to be provided pursuant to the above referenced Agreement;**

**NOW THEREFORE, COUNTY hereby consents to the assignment of the above referenced Agreement to Richard Fu and Richard Fu accepts all rights, responsibilities, duties, covenants and conditions to be performed by CONTRACTOR under the terms of the Agreement. Further, COUNTY and Richard Fu mutually agree to modify the Agreement as hereinafter set forth:**

- 1. The CONTRACTOR, as defined and designated in the Agreement, is Richard Fu effective from the later of July 30, 2002 or date of Board approval.**
- 2. Section 1.0, APPLICABLE DOCUMENTS, is amended in part such that Subsection 1.1 is deleted in its entirety and replaced as follows:**

**1.1 This Agreement, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.**

**1.1.1 Exhibits A, B, C, D, E, F, G, H, I, J and K set forth below are attached to and incorporated by reference in this Agreement.**

**1.1.2 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:**

|                       |   |
|-----------------------|---|
| <b>Exhibit A</b>      | <b>- Statement of Work</b>  |
| <b>Exhibit B</b>      | <b>- Pricing Schedule</b>   |
| <b>Exhibit C</b>      | <b>- Contractor's Equal Employment (EEO) Certification</b>                  |
| <b>Exhibit D Form</b> | <b>- Community Business Enterprise (CBE)</b>                                |
| <b>Exhibit E</b>      | <b>- Child Support Compliance Certification</b>                             |
| <b>Exhibit F</b>      | <b>- Employee Acknowledgment and Confidentiality Agreement</b>              |
| <b>Exhibit G</b>      | <b>- Auditor-Controller Contract Accounting and Administration Handbook</b> |
| <b>Exhibit H</b>      | <b>- Earned Income Credit Notice</b>  |
| <b>Exhibit I</b>      | <b>- Jury Service Program Certification</b>                                 |
| <b>Exhibit J</b>      | <b>- Los Angeles County Code 2.203 (Jury Service Program)</b>               |
| <b>Exhibit K</b>      | <b>- Assignment from Wareforce to Richard Fu</b>                            |

**3. Section 2.6, CONTRACTOR's Program Manager, is amended in part such that Subsection 2.6.1 is deleted in its entirety and replaced as follows:**

**2.6.1 CONTRACTOR's Program Manager shall be the following person:**

**Richard Fu  
5601 E. Slauson Ave., Suite 203  
Commerce, CA 90040  
Phone: (323) 728-9747  
Fax: (323) 722-8541  
E-mail: rfu@imprestetechnology.com**

4. **Section 2.8, CHANGES AND AMENDMENTS, is deleted in its entirety and replaced as follows:**

## **2.8 CHANGES AND AMENDMENTS**

The COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:

- 2.8.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes which affect the scope of work.**
- 2.8.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.**
- 2.8.3 For purposes of Sections 2.8.1 and 2.8.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 5.0 of this Agreement.**
- 2.8.4 Notwithstanding the provisions of Sections 2.8.1 and 2.8.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Agreement which increase payments to CONTRACTOR which are commensurate with increases in the units of service being provided under this Agreement under the following conditions:**
- 2.8.4.1 COUNTY's total payments to CONTRACTOR shall not increase more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Agreement.**



**2.8.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement.**

**2.8.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and**

**2.8.4.4 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Agreement changes, in writing, within fifteen (15) days following execution of such amendment.**

**5. Section 3.0, CONTRACTOR'S SERVICES, is amended in part such that Subsections 3.1 and 3.3 are deleted in their entirety and amended as follows:**

**3.1 Pursuant to the provisions of this Agreement, CONTRACTOR shall provide COUNTY with computer assistant technician (CAT) services as defined herein and as more fully set forth in Exhibit A, Statement of Work.**

**3.3 If the CONTRACTOR provides any tasks, Deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.**

**6. Section 6.0, PAYMENTS AND INVOICES, is amended in part such that Subsection 6.9 is deleted in its entirety and replaced as follows, and Subsections 6.10 and 6.11 are added as follows:**

**6.9 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as verified by DCFS' Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment, or will be set off against future payments due CONTRACTOR. Notwithstanding any other provision of this Agreement, CONTRACTOR shall return to COUNTY any and all payments that exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.**

- 6.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.**
- 6.11 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 6.0 and 22.0 of this Agreement, when expenditures under this Agreement total seventy-five percent (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 6.0 and 22.0 of this Agreement, when this Agreement is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons at those addresses which are set forth in Sections 6.0 and 22.0.**

**7. Section 10.0, ASSIGNMENT/DELEGATION OF RIGHTS, is amended in part such that Subsection 10.1 is deleted in its entirety and replaced as follows, and Subsection 10.4 is added as follows:**

- 10.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 44.0 Events of Default and Section 18.0 Termination for Contractor's Default herein and shall be null and void, subject to waiver by COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Agreement. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent.**
- 10.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which COUNTY may have against CONTRACTOR, whether under this Agreement or otherwise.**

8. Section 11.0, RECORDS AND AUDITS, is deleted in its entirety and replaced as follows:

**11.0 RECORDS AND AUDITS**

**11.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.**

**11.2 CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.**

**11.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).**

**11.4** **CONTRACTOR shall be responsible for annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to DCFS.**

**11.5** **CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including the interview of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Agreement. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and Board members in all such efforts.**

**11.6** **All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Agreement are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, or the State of California. In the event this Agreement is subject to Audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.**

**11.7** **Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may withhold reimbursement or terminate this Agreement.**

**9. Section 14.0, COMPLIANCE WITH APPLICABLE LAWS, is amended in part such that Subsections 14.1.1, 14.1.2 and 14.1.3 are added as follows:**

**14.1.1 CONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal**

laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

**14.1.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.**

**14.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).**

**10. Section 18.0, TERMINATION FOR DEFAULT, is deleted in its entirety and replaced as follows:**

**18.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

**18.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 44.0, Events of Default, this Agreement may be subject to termination either immediately or within such longer time period as noticed by COUNTY.**

**18.2 In the event COUNTY terminates this Agreement in whole or in part as provided in this Agreement, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those previously provided by CONTRACTOR. Any excess cost, as determined by the COUNTY, arising from procurement of services under this Section 18.2, over and above the contract sum, shall be charged against the CONTRACTOR and/or its sureties.**

**18.3 The remedies reserved to COUNTY herein shall be cumulative and in addition to any other remedies provided in law or equity.**

**18.4 In the event that, following services of the Notice of Termination of this Agreement under the provisions of this Agreement, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Agreement or that the default was excusable under provisions of this Agreement, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.**

**11. Section 21.0, LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS, is amended in part such that Subsection 21.4 is deleted in its entirety and replaced as follows:**

**21.4 In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Contract.**

**12. Section 22.0, NOTICES, is deleted in its entirety and replaced as follows:**

**22.0 NOTICES**

**22.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:**

**Anita M. Bock, Director  
Department of Children and Family Services  
Contract Management Services  
Attention: Contract Administrator  
425 Shatto Place  
Los Angeles, California 90020**

**All notices to CONTRACTOR shall be sent to CONTRACTOR**

**Richard Fu, Owner  
5601 E. Slauson Ave., Suite 203  
Commerce, CA 90040**

**or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.**

**22.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual**

knowledge of an individual CONTRACTOR or of a co-partner, or if the CONTRACTOR is a corporation, or an officer or member of the corporation, or by the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall in any case be sufficient notice.

- 22.3** CONTRACTOR shall notify COUNTY as provided in Section 22.1 when expenditures under this Agreement total seventy five percent (75%) of the Maximum Contract Sum. CONTRACTOR shall also notify COUNTY as provided in Section 22.1 when the Agreement is within six (6) months of expiration.

**13.** Section 25.0, PROPRIETARY RIGHTS, is amended in part such that Subsections 25.1 and 25.2 are deleted in their entirety and Subsection 25.1 is replaced as follows, Subsection 25.3 is renumbered to 25.2, Subsection 25.4 is renumbered to 25.3, Subsection 25.5 is renumbered to 25.4, Subsection 25.6 is renumbered to 25.5, Subsection 25.7 is renumbered to 25.6, Subsection 25.8 is renumbered to 25.7, and Subsection 25.8 is added as follows:

#### **25.0 PROPRIETARY RIGHTS**

- 25.1** COUNTY and CONTRACTOR agree that all software, materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 25.8** The provisions of Sections 25.4, 25.5, and 25.6 shall survive the expiration or termination of this Agreement.

**14.** Section 28.0, INSURANCE, is deleted in its entirety and replaced as follows:

#### **28.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

- 28.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to DCFS Contract Administrator, Attention: Theresa Wisda, 425 Shatto Place, Room 205, Los Angeles, California 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:
- 28.1.1 Specifically identify this Agreement.**
  - 28.1.2 Clearly evidence all coverages required in this Agreement.**
  - 28.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.**
  - 28.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.**
  - 28.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.**
- 28.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 28.3 Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may



deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

**28.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:**

**28.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.**

**28.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.**

**28.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.**

**28.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.**

**28.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.**

**28.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:**

**28.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or**

**28.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.**

**15. Section 29.0, CONFIDENTIALITY, is deleted in its entirety and replaced as follows:**

**29.0 CONFIDENTIALITY**

**29.1** CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgment and Confidentiality Agreement", Exhibit F. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

**29.2** CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

**16.** Section 30.0, CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING AND REVIEW, Subsections 30.3 and 30.5 are amended as follows, and Subsection 30.6 is deleted in its entirety:

**30.3** The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

**30.5** CONTRACTOR shall prepare and submit to COUNTY's Program Manager a written semi-annual report describing the services provided throughout each Fiscal Year. The CONTRACTOR's semi-annual report shall include, but not be limited to:

**30.5.1** Description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Agreement, and any difficulties encountered that could jeopardize the completion of the project or milestones or deliverables within the schedule.

17. Section 32.0, CRIMINAL CLEARANCES, Subsection 32.3 is amended as follows:

**32.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:**

| SECTION | TITLE   |
|---------|---|
| 220     | Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration   |
| 243.4   | Sexual battery  |
| 245     | Assault with a deadly weapon or force likely to produce great bodily injury   |
| 261.5   | Unlawful sexual intercourse with a minor.   |
| 264.1   | Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person |
| 272     | Causing, encouraging or contributing to delinquency of person under age 18.   |
| 273a    | Great bodily harm or death to child; endangerment of person or health.  |
| 273ab   | Assault resulting in death of child under 8 years of age.   |
| 273d    | Infliction of corporal punishment or injury on child resulting in traumatic condition.  |

|                          |   |
|--------------------------|---|
|                          |   |
| <b>273g</b>              | <b>Degrading, immoral or vicious practices in the presence of children.</b>   |
|                          |   |
| <b>273.5</b>             | <b>Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition</b> |
|                          |   |
| <b>286</b>               | <b>Sodomy.</b>  |
|                          |   |
| <b>288</b>               | <b>Lewd or lascivious acts upon the body of a child under age 14.</b>   |
|                          |   |
| <b>288a</b>              | <b>Unlawful oral copulation.</b>  |
|                          |   |
| <b>289</b>               | <b>Forcible acts of sexual penetration against the victim's will</b>  |
|                          |   |
| <b>290</b>               | <b>Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college</b>         |
|                          |   |
| <b>314</b>               | <b>Indecent exposure.</b>   |
|                          |   |
| <b>368(b)</b>            | <b>Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult</b>   |
|                          |   |
| <b>647 (a) &amp; (d)</b> | <b>Disorderly conduct relating to lewd act/behavior or prostitution.</b>  |
|                          |   |
| <b>647.6</b>             | <b>Annoyance of or molesting a child under age 18.</b>  |
|                          |   |
| <b>667.5(c)</b>          | <b>Violent felony as defined in California Penal Code Section 667.5 (c)</b>   |

**18. Section 34.0, FORMER FOSTER YOUTH CONSIDERATION, Subsection 34.1 is amended as follows, and Subsection 34.3 is added as follows:**

**34.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN participants as described in Sections 35.0 and**

36.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services  
425 Shatto Place, Room 307  
Los Angeles, California 90020

FAX: (213) 383-3773

34.3 CONTRACTOR is exempt from the provisions of this Section if it is a government entity.

19. Section 35.0, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS, Subsection 35.3 is added as follows:

35.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

20. Section 36.0, CONSIDERATION OF HIRING GAIN PARTICIPANTS, is deleted in its entirety and replaced as follows:

36.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

36.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

36.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

**Region I – West County  
5200 W. Century Blvd.  
Los Angeles, CA 90045**

**Region II – West San Fernando  
Valley  
14355 Roscoe Blvd.  
Panorama City, CA 91402**

**Region II – West San  
Fernando Valley  
Santa Clarita Sub-Office  
27233 Camp Plenty Road  
Canyon Country, CA 91351**

**Region II – West San Fernando  
Valley  
Palmdale Sub-Office  
1050 E. Palmdale Blvd. #204  
Palmdale, CA 93550**

**Region III – San Gabriel  
Valley  
3216 Rosemead Blvd.  
El Monte, CA 91731**

**Region III – San Gabriel Valley  
GAIN Cal-Learn Branch  
3220 Rosemead Blvd.  
El Monte, CA 91731**

**Region IV – Central and  
West County  
2910 W. Beverly Blvd.  
Los Angeles, CA 90057**

**Region IV – Central and West  
County  
Exposition Park Sub-Office  
3965 S. Vermont  
Los Angeles, CA 90037**

**Region V – South County  
2959 Victoria Street  
Rancho Dominguez, CA  
90221**

**Region VI – Southeast County  
5460 Bandini Blvd.  
City of Bell, CA 90201**

**Region VII – East San  
Fernando County  
3307 N. Glenoaks Blvd.  
Burbank, CA 91504**

**36.3                    The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said position(s).**

**36.4                    CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.**

**21.     Section 37.0, COUNTY LOBBYISTS, is deleted in its entirety and replaced as follows:**

**37.0            TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST  
ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

**22. Section 44.0, EVENTS OF DEFAULT, is added as follows:**

**44.0 EVENTS OF DEFAULT**

**44.1 Default for Non-Performance**

**COUNTY may terminate the whole or any part of this Agreement if either of the following circumstances exist:**

**44.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or**

**44.1.2 CONTRACTOR fails to comply with or perform any provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement.**

**44.2 Default for Insolvency**

**COUNTY may terminate this Agreement for default for insolvency in the event of the occurrence of any of the following:**

**44.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;**

**44.2.2 The filing of a voluntary petition in bankruptcy;**

**44.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;**

**44.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.**

**44.3 Other Events of Default**

**Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.**

**23. Section 45.0, INSURANCE COVERAGE REQUIREMENTS, is added as follows:**

**45.0 INSURANCE COVERAGE REQUIREMENTS:**



**45.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:**

|   |                    |
|---|--------------------|
| <b>General Aggregate:</b>                       | <b>\$2 million</b> |
| <b>Products/Completed Operations Aggregate:</b> | <b>\$1 million</b> |
| <b>Personal and Advertising Injury:</b>         | <b>\$1 million</b> |
| <b>Each Occurrence:</b>                         | <b>\$1 million</b> |

**45.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”**

**45.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.**

**In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:**

|                                 |                    |
|---------------------------------|--------------------|
| <b>Each Accident:</b>           | <b>\$1 million</b> |
| <b>Disease – policy limit:</b>  | <b>\$1 million</b> |
| <b>Disease – each employee:</b> | <b>\$1 million</b> |

**45.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.**

**45.5 Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide**

deductibles of no greater than 5% of the property value, and shall include:

**Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of COUNTY-owned or leased property.**

**Real Property and All Other Personal Property – Special form (“all-risk”) coverage for the full replacement value of COUNTY-owned or leased property.**

**45.6 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the COUNTY as loss payee.**

|  |                  |                  |
|--|------------------|------------------|
| <b>Employee Dishonesty:</b>                  | <b>\$100,000</b> |                  |
| <b>Forgery or Alteration:</b>                | <b>\$100,000</b> |                  |
| <b>Theft, Disappearance and Destruction:</b> |                  | <b>\$100,000</b> |
| <b>Computer Fraud:</b>                       | <b>\$100,000</b> |                  |
| <b>Burglary and Robbery:</b>                 | <b>\$100,000</b> |                  |

**24. Section 46.0, CLIENT GRIEVANCES, is added as follows:**

**46.0 CLIENT GRIEVANCES**

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of COUNTY’s Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from date of the request.

**25. Section 47.0, CONTRACTOR RESPONSIBILITY AND DEBARMENT, is added as follows:**

**47.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**47.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY’s policy to conduct business only with responsible contractors.**

- 47.2** The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 47.3** The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 47.4** If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 47.5** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

**47.6**                    **A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.**

**47.7**                    **These terms shall also apply to Subcontractors of COUNTY Contractors.**

**26.     Section 48.0, USE OF RECYCLED-CONTENT PAPER, is added as follows:**

**48.0                    USE OF RECYCLED-CONTENT PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

**27.     Section 49.0, CHILD ABUSE PREVENTION REPORTING, is added as follows:**

**49.0     CHILD ABUSE PREVENTION REPORTING**

49.1     CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

49.2     CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

49.2.1 A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

49.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain

knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

49.2.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

**28. Section 50.0, COMMUNITY BUSINESS ENTERPRISES PROGRAM, is added as follows:**

**50.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM**

**In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of Certification Application and is attached as Exhibit D.**

**29. Section 51.0, COMPLIANCE WITH JURY SERVICE PROGRAM, is added as follows:**

**51.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit I and incorporated by reference into and made a part of the Contract.

**51.1 Written Employee Jury Service Policy**

51.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

51.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the COUNTY. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the CONTRACT, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

51.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

51.1.4 CONTRACTOR's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

The Honorable Board of Supervisors  
July 30, 2002  
Page 8 of 4

**30.0 Except as specifically provided to the contrary in this Amendment Number Two, all other terms and conditions of Agreement Number 72543 shall remain in full force and effect.**

The Honorable Board of Supervisors  
July 30, 2002  
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AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 72543  
BETWEEN THE COUNTY OF LOS ANGELES AND WAREFORCE.COM, INC.  
ASSIGNING THE AGREEMENT FOR COMPUTER ASSISTANT  
TECHNICIAN (CAT) SERVICES TO RICHARD FU

**IN WITNESS WHEREOF**, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer on the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

**VIOLET VARONA-LUKENS**  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_

**RICHARD FU**

\_\_\_\_\_  
**CONTRACTOR**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

**APPROVED AS TO FORM:**

**BY THE OFFICE OF COUNTY COUNSEL**  
**LLOYD W. PELLMAN, County Counsel**



The Honorable Board of Supervisors  
July 30, 2002  
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**BY** \_\_\_\_\_  
**Tom Fagan, Deputy County Counsel**